

**The Sacramento Union and Northern California  
Newspaper Guild, Local 52, AFL-CIO. Case  
20-CA-24448**

August 25, 1992

**DECISION AND ORDER**

BY CHAIRMAN STEPHENS AND MEMBERS  
DEVANEY AND RAUDABAUGH

Upon a charge and an amended charge filed by the Union on January 28 and February 6, 1992, respectively, the General Counsel of the National Labor Relations Board issued a complaint on March 4, 1992, against The Sacramento Union, the Respondent, alleging that it has violated Section 8(a)(1) and (5) of the National Labor Relations Act. Although properly served copies of the charge and complaint, the Respondent has failed to file an answer.

On July 27, 1992, the General Counsel filed a Motion for Summary Judgment. On July 28, 1992, the Board issued an order transferring the proceeding to the Board and a Notice to Show Cause why the motion should not be granted. The Respondent filed no response. The allegations in the motion are therefore undisputed.

The National Labor Relations Board has delegated its authority in this proceeding to a three-member panel.

**Ruling on Motion for Summary Judgment**

Section 102.20 of the Board's Rules and Regulations provides that the allegations in the complaint shall be deemed admitted if an answer is not filed within 14 days from service of the complaint, unless good cause is shown. The complaint states that unless an answer is filed within 14 days of service, "all the allegations in the complaint shall be deemed to be admitted to be true and shall be so found by the Board." Further, the undisputed allegations in the Motion for Summary Judgment disclose that the Regional attorney, by letter dated June 17, 1992, notified the Respondent that unless an answer was received by June 24, 1992, a Motion for Summary Judgment would be filed.

In the absence of good cause being shown for the failure to file a timely answer, we grant the General Counsel's Motion for Summary Judgment.

On the entire record, the Board makes the following

**FINDINGS OF FACT**

**I. JURISDICTION**

The Respondent, a corporation, with an office and place of business in Sacramento, California, has

been engaged in the publication of The Sacramento Union, a daily newspaper. During the calendar year ending December 31, 1991, the Respondent, in conducting its business operations described above, derived gross revenues in excess of \$200,000, held membership in or subscribed to various interstate news services, including Associated Press, published various nationally syndicated features, and advertised various nationally sold products. We find that the Respondent is an employer engaged in commerce within the meaning of Section 2(6) and (7) of the Act and that the Union is a labor organization within the meaning of Section 2(5) of the Act.

**II. ALLEGED UNFAIR LABOR PRACTICES**

The following employees of the Respondent (the unit) constitute a unit appropriate for the purposes of collective bargaining within the meaning of Section 9(b) of the Act:

All employees covered by the 1983-1986 collective bargaining agreement between Respondent and the Union; excluding all other employees, guards, and supervisors as defined in the Act.

Since at least January 1, 1983, and at all material times, the Union has been the designated exclusive collective-bargaining representative of the unit and, since about January 1, 1983, the Union has been recognized as the representative by Respondent. This recognition has been embodied in successive collective-bargaining agreements, the most recent of which was effective from May 7, 1983, to May 5, 1986.

At all material times since January 1, 1983, based on Section 9(a) of the Act, the Union has been the exclusive collective-bargaining representative of the Unit.

About September 30, 1991, the Union, by a phone call from Ana Sandoval, requested that the Respondent bargain collectively with the Union as the exclusive collective-bargaining representative of the unit.

Since about September 30, 1991, Respondent has failed and refused to bargain with the Union as the exclusive collective-bargaining representative of the unit employees.

On an unknown date in December 1991, Respondent unilaterally reduced the mileage reimbursement of employees in the unit. On about January 1, 1992, Respondent also unilaterally reduced the rates of pay of employees in the unit. These subjects relate to wages, hours, and other terms and conditions of employment and are mandatory subjects of bargaining.

## CONCLUSION OF LAW

By failing and refusing since September 30, 1991, to bargain collectively with the exclusive collective-bargaining representative of its employees; unilaterally reducing, sometime in December 1991, the mileage reimbursement of employees in the unit; and unilaterally reducing, on January 1, 1992, the rates of pay of unit employees, the Respondent has engaged in unfair labor practices affecting commerce within the meaning of Section 8(a)(1) and (5) and Section 2(6) and (7) of the Act.

## REMEDY

Having found that the Respondent has engaged in certain unfair labor practices, we shall order it to cease and desist and to take certain affirmative action designed to effectuate the policies of the Act.

Specifically, having found that the Respondent has unlawfully refused to bargain with the Union, we shall order the Respondent to do so on request. In addition, having found that the Respondent unlawfully reduced the mileage reimbursement and rates of pay of unit employees, we shall order the Respondent to make whole the unit employees for any losses attributable to its unlawful conduct, as set forth in *Kraft Plumbing & Heating*, 252 NLRB 891 fn. 2 (1980), enf'd. 661 F.2d 940 (9th Cir. 1981), and *Ogle Protection Services*, 183 NLRB 682 (1970), with interest as prescribed in *New Horizons for the Retarded*, 283 NLRB 1173 (1987).

## ORDER

The National Labor Relations Board orders that the Respondent, The Sacramento Union, Sacramento, California, its officers, agents, successors, and assigns, shall

## 1. Cease and desist from

(a) Failing and refusing to bargain with the Union as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All employees covered by the 1983-1986 collective bargaining agreement between Respondent and the Union; excluding all other employees, guards, and supervisors as defined in the Act.

(b) Unilaterally reducing the mileage reimbursement or rates of pay of unit employees.

(c) In like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) On request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the unit employees.

(b) Make whole the unit employees for any losses they may have suffered as a result of its unilateral reduction in their mileage reimbursement and rates of pay, in the manner set forth in the remedy section of this decision.

(c) Preserve and, on request, make available to the Board or its agents for examination and copying, all payroll records, social security payment records, timecards, personnel records and reports, and all other records necessary to analyze the amounts due under the terms of this Order.

(d) Post at its facility in Sacramento, California, copies of the attached notices marked "Appendix."<sup>1</sup> Copies of the notice, on forms provided by the Regional Director for Region 20, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material.

(e) Notify the Regional Director in writing within 20 days from the date of this Order what steps the Respondent has taken to comply.

<sup>1</sup> If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

## APPENDIX

NOTICE TO EMPLOYEES  
POSTED BY ORDER OF THE  
NATIONAL LABOR RELATIONS BOARD  
An Agency of the United States Government

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

WE WILL NOT fail and refuse to bargain with Northern California Newspaper Guild, Local 52, AFL-CIO as the exclusive collective-bargaining representative of the employees in the following appropriate unit:

All employees covered by our 1983-1986 collective bargaining agreement with the Union; excluding all other employees, guards, and supervisors as defined in the Act.

WE WILL NOT unilaterally reduce the mileage reimbursement or rates of pay of unit employees.

WE WILL NOT in like or related manner interfere with, restrain, or coerce employees in the exercise of the rights guaranteed them by Section 7 of the Act.

WE WILL, on request, bargain in good faith with the Union as the exclusive collective-bargaining representative of the unit employees.

WE WILL make the unit employees whole for any losses suffered by them as a result of our unilateral reduction in the mileage reimbursement and rates of pay of unit employees.

THE SACRAMENTO UNION